

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

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HOWARD GALE AND RONNA GILBERT, :

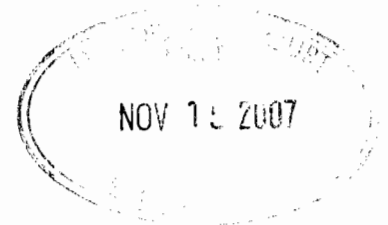
Plaintiffs, : ORDER OF SETTLEMENT

- against - : 05 Civ. 2450 (LMS)

SERVICE UNLIMITED, :

Defendant. :

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The parties have agreed, in open court, with the advice and assistance of their attorneys, to resolve this matter as follows:

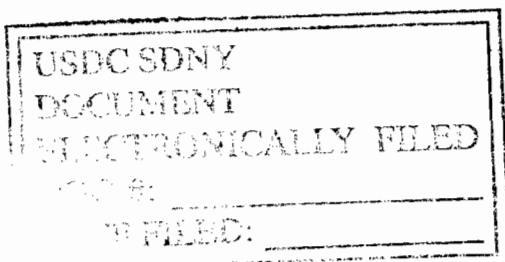
Defendant has agreed to power wash the premises located at 25 Waters Edge Way, Ridgefield, Connecticut;

Defendant has further agreed to wait an appropriate period of time for the siding to dry after powerwashing, and will then apply 2 coats of stain on the siding of the premises, such stain to be applied in accordance with the manufacturer's instructions;

The stain to be applied will be semi transparent or opaque, and under no circumstances will be clear; the choice of product is otherwise Plaintiffs', and Plaintiffs shall provide Defendant with the brand name and product identification information of their chosen product; if Plaintiffs wish to try different sample colors or products it is their responsibility to do so themselves;

Defendant will have no responsibility to paint or stain the trim or the deck on the premises;

Defendant will not be responsible for the appearance or color of the selected finish, and will not be responsible for any damage to cedar unless such damage is the result of gross negligence;



Defendant's responsibility will be limited to instances of gross negligence, which shall include broken windows or damage to other parts of the property resulting from gross negligence;

Defendant shall complete the work identified in the Painting Quotation dated 6/17/04, including caulking, scraping of loose paint, and special washing of mildew areas on the siding;

The work to be done shall include all 4 sides of the premises;

Defendant shall perform this job in accordance with the ordinary procedures of Service Unlimited;

Defendant shall provide at least seven days' notice by telephone to (203) 438-6296, prior to beginning work

Defendant shall complete the job no later than June 15, 2008;

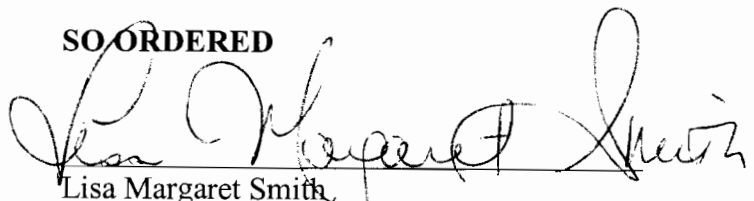
Neither Plaintiffs nor Defendant shall be responsible to make any payments to the other under the terms of this settlement;

It is understood that the parties shall be responsible for their own fees and costs in connection with this litigation;

The Court shall retain jurisdiction of this matter solely to enforce the terms of this settlement agreement.

Dated: November 15, 2007
White Plains, New York

SO ORDERED



Lisa Margaret Smith
United States Magistrate Judge
Southern District of New York